

5545

DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

William Wotherspoon

PL I

FILE: B-191055

DATE: March 3, 1973

MATTER OF: Garland Bertram

DIGEST:

Protester alleges that Government offer for lease of land constitutes undue harassment and interference with property rights because land offered for lease is surrounded by protester's land and protester refuses to grant access rights. Protester, however, has not alleged or shown that proposed lease of land is in violation of any statute or regulation governing Government procurement; therefore, complaint is not proper subject of bid protest and is dismissed.

Mr. Garland Bertram has protested the award or proposed award of a lease for a certain tract of Government-owned land under invitation for bids (IFB) No. CIVENG-23-065-78-1, issued by the United States Army Corps of Engineers (Corps).

According to the protester, a portion of his land was acquired by the Corps through condemnation proceedings. This portion (item 146) was offered for lease for agricultural purposes, along with a number of other tracts of land in the general vicinity, under the above-referenced IFB. Mr. Bertram states that item 146 is completely surrounded by land owned by him that is part of a working farm.

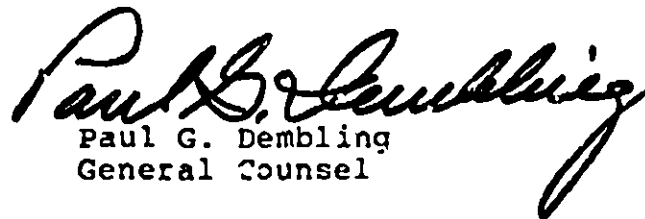
The IFB states that all leases issued will contain the conditions that access to the land is the responsibility of the lessee, and that if access is over private land lessees must obtain permission from the landowners. According to the protester, he informed the Corps that he would not grant access to item 146, and that since no other access was available, lease of the land was fruitless. According to Mr. Bertram, the Corps responded by stating that access to item 146 must be through his land, that under local law he could be required to grant access and, therefore, the land would be offered for lease.

B-191055

The protester states that he objects to any award of a lease for item 146 on the ground that since he refuses to grant access, offering the land for lease is " * * * futile and unwarranted under the circumstances and such action constitutes undue harassment of Protestant and interference with his remaining real property."

Our consideration of bid protests is predicated on our statutory duty to pass upon the legality of the expenditure of public funds. See 31 U.S.C. §§ 71 and 74 (1970). Under this authority, we consider adherence to procurement policies which are prescribed by law and implementing regulations. See, e.g. Comten, Inc.-- Request for Reconsideration, B-186983, March 9, 1977, 77-1 CPD 173. In this case, Mr. Bertram has not alleged or shown that the Corps' offer to lease item 146 is in violation of any statute or regulation governing Government procurement. Therefore, his complaint is not a proper matter for consideration under our bid protest authority.

Accordingly, the protest is dismissed.


Paul G. Dembling
General Counsel